



**TIFFANY & BOSCO**  
P.A.

Dated: June 08, 2010

**2525 EAST CAMELBACK ROAD**

**SUITE 300**

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A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

**GEORGE B. NIELSEN, JR**  
**U.S. Bankruptcy Judge**

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-11031

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF ARIZONA**

IN RE:

Dustin James Fender and Heather Catherine Fender  
Debtors.

Colonial Savings, F.A.  
Movant,

vs.

Dustin James Fender and Heather Catherine Fender,  
Debtors, Roger W. Brown, Trustee.

Respondents.

No. 2:10-BK-09184-GBN

Chapter 7

ORDER

(Related to Docket #15)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated September 5, 2006 and recorded in the office of the  
3 Pinal County Recorder wherein Colonial Savings, F.A. is the current beneficiary and Dustin James  
4 Fender and Heather Catherine Fender have an interest in, further described as:

5 Lot 64, TORTOSA-NW PARCEL 11, according to the Plat of record in the office of the County  
6 Recorder of Pinal County, Arizona, recorded in Cabinet E, Slide 98.

7 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written  
8 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
9 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
10 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
11 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

12 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
13 to which the Debtor may convert.